



**IDAHO TRANSPORTATION DEPARTMENT (ITD)**

**INVITATION TO BID (ITB)**

**REQUISITION# C208060**

**District 3 - Bituminous Plant Mix Materials**

May 12, 2010

**ALL sealed bids must be received by 5:00 PM MDT on June 3, 2010. Sealed bids will be opened at 10:30 AM MDT on June 4, 2010 at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. The scope of work consists of furnishing bituminous plant mix materials to District 3 in accordance with the plans and Special Provisions contained herein.**

**Public Works Licensing IS NOT Required**

Contact Sherry Jenkins, Purchasing, for clarification of bid requirements at (208) 334-8088.  
**All Questions** relating to bid specifications must be faxed to: (208) 334-8824 or emailed to:  
[sherry.jenkins@itd.idaho.gov](mailto:sherry.jenkins@itd.idaho.gov)

FOR BID UPDATES, ADDENDUMS, OR BID RESULTS, go to:  
<http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services"

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

**Vendor Name: \_\_\_\_\_**  
**Requisition #: C208060**  
**Bid Close Date: June 3, 2010 5:00 PM MDT**  
**Bid Open Date: June 4, 2010 10:30 AM MDT**  
**Item Bidding: District 3 - Bituminous Plant Mix Materials**

**Mailing Address**

Idaho Transportation Department  
Business & Support Management - Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
**INVITATION TO BID (ITB)**  
**REQUISITION# C208060**  
**DISTRICT 3 – BITUMINOUS PLANT MIX MATERIALS**

**Table of Contents**

<b>I. SCOPE OF WORK.....</b>	<b>1</b>
1. PURPOSE.....	1
2. MATERIAL SPECIFICATIONS .....	1
3. SUPPLY REQUIREMENTS.....	1
4. MEASUREMENT AND PAYMENT.....	2
5. ADDITIONAL CONTRACTOR RESPONSIBILITY.....	2
6. ADDITIONAL CONTRACTOR NOTES .....	2
<b>II. BID GUIDELINES.....</b>	<b>3</b>
1. INFORMATION GIVEN PRIOR TO AWARD.....	3
2. PERFORMANCE.....	3
3. BIDDING REQUIREMENTS AND CONDITIONS.....	3
4. IRREGULAR BIDS.....	4
5. DISQUALIFICATION OF BIDDERS.....	4
6. CONSIDERATION OF BID.....	5
7. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION.....	5
8. EXECUTION / AWARD OF THE CONTRACT.....	5
9. FAILURE TO EXECUTE CONTRACT.....	5
<b>III. TERMS AND CONDITIONS.....</b>	<b>6</b>
1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION .....	6
2. CONTRACT ADMINISTRATION .....	6
3. CONTRACT AWARD .....	6
4. FIRM PRICING .....	6
5. CONTRACT TERM.....	6
6. PAYMENT REQUIREMENTS.....	6
7. CHANGES .....	7
8. CONTRACT PRICE ADJUSTMENT CLAUSE.....	7
9. CLAIMS FOR ADJUSTMENT AND DISPUTES .....	7
10. FORCE MAJEURE.....	8

**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
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**DISTRICT 3 – BITUMINOUS PLANT MIX MATERIALS**

11. COMPLIANCE .....	8
12. TERMINATION .....	8
13. INDEMNIFICATION.....	8
14. ILLEGAL ALIENS.....	8
15. INSURANCE REQUIREMENTS.....	9

**ATTACHMENTS:**

BID SCHEDULE

SIGNATURE PAGE

CONTRACTOR'S AFFIDAVIT – CONCERNING ALCOHOL AND DRUG FREE WORKPLACE

CONTRACTOR'S AFFIDAVIT – CONCERNING ILLEGAL ALIENS

CONTRACTOR'S RESPONSIBILITY PAGE

## I. SCOPE OF WORK

### 1. PURPOSE

*This work shall consist of furnishing bituminous plant mix materials on an "as needed" basis in accordance with the following specifications, and loaded into ITD furnished trucks.*

### 2. MATERIAL SPECIFICATIONS

*Furnished materials shall conform to ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.*

*Bituminous Mix shall conform to subsection 405.02, Asphalt shall conform to Section 702, and Aggregate shall conform to subsections 703.01, 703.05, and 703.06.*

LINE ITEM	LOCATION	CLASS OF MIX (703.05)	LIQUID ASPHALT (702.01)	Max Aggregate Size Mixes Desired		
				¾"	½"	3/8"
1	Boise	III	PG 58-28	X	X	X
2	Mountain Home	III	PG 58-28	X	X	X
3	Idaho City/Lowman	III	PG 58-28	X	X	X
4	Banks	III	PG 58-28	X	X	X
5	Caldwell	III	PG 58-28	X	X	X

**HOT MIX** is defined as aggregate mixed hot in a plant with a PG grade paving asphalt for immediate use as defined in subsection 405.02.

**COLD MIX** is defined as Hot Mix with medium or slow-curing liquid (cutback) asphalt rather than PG grade paving asphalt. The minimum temperature at the time of pickup shall be 140 degrees F. The minimum temperature will not apply to material ordered from stockpile.

### 3. SUPPLY REQUIREMENTS

*Contractor's mixing plant and mixing equipment shall comply with subsection 405.03 (A) of the Construction Requirements of ITD's 2004 Standard Specifications for Highway Construction and the January 2010 Supplemental Specifications.*

#### **4. MEASUREMENT AND PAYMENT**

*Measurement and payment for bituminous mix including asphalt and anti-stripping additives will be based on the tons of mix furnished at the supplier's plant. No separate payment will be made for asphalt or anti-stripping additives. If a cold start of supplier's plant is required, a lump sum will be added to amount due the supplier in accordance with the bid schedule.*

*Bituminous mixes which fail to meet the materials requirements noted herein will be subject to rejection or a 25% price adjustment for the full day's production at the discretion of the District Engineer.*

#### **5. ADDITIONAL CONTRACTOR RESPONSIBILITY**

*The Contractor shall be responsible for damage or injury to State or private property of any character during the execution of the work resulting from any act. The Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.*

#### **6. ADDITIONAL CONTRACTOR NOTES**

*ITD furnished trucks will pick up bituminous mix. A 24-hour notice prior to pick-up will be given to contractor when possible. ITD will specify the grade of asphalt, class of mix, nominal maximum aggregate size, and the approximate quantity to be supplied. For bidding purposes, a table has been provided for anticipated mix properties (see previous page).*

*ITD reserves the right to purchase bituminous mix from other vendors if contractor cannot furnish the specified quality and quantity of material ordered, or if ITD determines the haul distance from the mixing plant to the work site is too long to support a continuous paving operation.*

*The supplier's proposed mix design shall be approved in writing by ITD prior to acceptance of any bituminous mix. ITD will inspect and sample stockpiled aggregate and/or bituminous mix if deemed necessary, to ensure compliance with specifications. Asphalt may be sampled from shipments to the mixing plant to determine compliance with specifications. Asphalt storage tanks will not be sampled. Production of plant mix will stop when two consecutive samples fall outside the specifications until the supplier has made correction changes and the next sample falls within the specifications. The material represented by failing samples is subject to rejection or price adjustment. District Engineers or their delegates will be responsible for determination of unacceptable quality material with documentation provided by ITD materials testing reports.*

## **II. BID GUIDELINES**

### **1. INFORMATION GIVEN PRIOR TO AWARD**

*Oral explanations, instructions, and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.*

### **2. PERFORMANCE**

*Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.*

*Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.*

### **3. BIDDING REQUIREMENTS AND CONDITIONS**

*Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.*

*The bidder shall submit their bid proposal upon the forms furnished by the Department. A bidder may choose to submit pricing for as many, or as few, line items as they choose. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the columns provided. Award will be made, by line item, to the lowest responsive, responsible bidder. Multiple contracts may be awarded.*



*In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.*

*The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.*

#### **4. IRREGULAR BIDS**

*Bids will be considered non-responsive and shall be rejected for the following reasons:*

- 1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.*
- 2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.*
- 3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.*
- 4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.*
- 5. If the Bid Documents are not sealed, when received by the Department.*
- 6. If the Signature Page is not signed in blue ink.*
- 7. If Addendums are not signed and returned with the Bid Documents.*
- 8. If the required Public Works License Number(s) is not inserted on the 'Signature Page'.*
- 9. If the required license number from the State Electrical Bureau is not inserted on the 'Signature Page'.*

#### **5. DISQUALIFICATION OF BIDDERS**

*Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:*

- 1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.*
- 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.*

## **6. CONSIDERATION OF BID**

*After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.*

## **7. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION**

*A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.*

## **8. EXECUTION / AWARD OF THE CONTRACT**

*The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.*

*The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.*

## **9. FAILURE TO EXECUTE CONTRACT**

*Failure to execute the contract within 15 calendar days, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.*



### **III. TERMS AND CONDITIONS**

#### **1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

*The Standard Specifications for Highway Construction (ITD 2004), the January 2009 Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.*

#### **2. CONTRACT ADMINISTRATION**

*Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.*

#### **3. CONTRACT AWARD**

*Up to two contracts will be awarded.*

*Hot Mix will be "All or None" based on the extended Total Price; extended Total Price determined by multiplying estimated total quantity by the average price per ton of the three different size aggregate mixes.*

*Cold Mix will be "All or None" based on the extended Total Price.*

#### **4. FIRM PRICING**

*Prices shall be held firm for one year after initial contract award. Pricing for subsequent contract renewal periods shall be held firm at those rates mutually agreed.*

#### **5. CONTRACT TERM**

*Contract term(s) shall be one (1) year with an option to renew for three (3) additional one-year periods.*

#### **6. PAYMENT REQUIREMENTS**

*The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.*

*Please Note: Bituminous mixes which fail to meet the materials requirements noted herein will be subject to rejection or a 25% price adjustment for the full day's production at the discretion of the District Engineer.*

## **7. CHANGES**

*The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.*

## **8. CONTRACT PRICE ADJUSTMENT CLAUSE**

*The vendor may request an adjustment at annual intervals from the date of the contract. Such adjustment shall be allowed only after:*

- *The vendor has submitted a written request to ITD, at least 30 calendar days prior to the proposed implementation date, and provided detailed justification for such an adjustment; and*
- *ITD has given written approval of the request adjustment effective on the next annual adjustment date.*

## **9. CLAIMS FOR ADJUSTMENT AND DISPUTES**

*If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.*

*Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.*

*At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.*

*The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.*

*In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.*

#### **10. FORCE MAJEURE**

*Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.*

#### **11. COMPLIANCE**

*If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work or product performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 12 Termination.*

#### **12. TERMINATION**

*Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract.*

#### **13. INDEMNIFICATION**

*The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.*

#### **14. ILLEGAL ALIENS**

*The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 ([http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)); it does not knowingly*

hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

## **15. INSURANCE REQUIREMENTS**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

### **1. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

### **2. Business Automobile and Umbrella Liability Insurance**

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

### **3. Workers Compensation Insurance and Employer's Liability**

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall

*provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.*

*The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.*

*Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.*

***Additional Requirements:***

***State of Idaho as Additional Insured:*** *The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.*

***Notice of Cancellation or Change:*** *The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.*

**BID SCHEDULE**

**BIDDER:** \_\_\_\_\_

The following quantities are estimated and to be used for bidding purposes only. Quantities are not guaranteed as actual quantities will vary because of the nature of the work.

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All figures shall be written in ink or typed. Penciled entries will not be accepted, will be considered irregular and will be rejected.

**HOT MIX – AWARDED “ALL OR NONE”**

LINE ITEM	MAINTENANCE STATION	QUANTITY	Aggregate Size Mixes Desired			AVERAGE PRICE PER TON	EXTENDED AMOUNT
			¾"	½"	3/8"		Qty x Avg Price per Ton
1	Boise/Special Crew	2,500 Ton	\$	\$	\$	\$	= \$ .
2	Mountain Home	1,250 Ton	\$	\$	\$	\$	= \$ .
3	Caldwell	1,250 Ton	\$	\$	\$	\$	= \$ .
4	Idaho City/Lowman	1,250 Ton	\$	\$	\$	\$	= \$ .
5	Banks	1,250 Ton	\$	\$	\$	\$	= \$ .
<b>GRAND TOTAL</b>							\$

**COLD MIX – AWARDED “ALL OR NONE”**

LINE ITEM	MAINTENANCE STATION	QUANTITY	PRICE PER TON	EXTENDED AMOUNT
1	Boise/Special Crew	100 Ton	X \$ .	= \$ .
2	Mountain Home	100 Ton	X \$ .	= \$ .
3	Caldwell	200 Ton	X \$ .	= \$ .
4	Idaho City/Lowman	300 Ton	X \$ .	= \$ .
5	Banks	300 Ton	X \$ .	= \$ .
<b>GRAND TOTAL</b>				\$

INVITATION TO BID (ITB)  
REQUISITION #C-208060  
DISTRICT 3-Bituminous Plant Mix Materials

BID SCHEDULE

REV 5/12/2010 JTW



**BID SCHEDULE**

**AWARD WILL BE MADE "ALL OR NONE," BY MIX TYPE, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER  
MULTIPLE CONTRACTS MAY BE AWARDED**

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

**Signature \_\_\_\_\_ Date \_\_\_\_\_**

**IDAHO TRANSPORTATION DEPARTMENT**

**SIGNATURE PAGE**

Idaho Transportation Department  
Business & Support Management – Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

**REQUISITION #: C208060**

**REQUISITION TITLE: District 3 - Bituminous Plant Mix Materials**

*This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.*

\_\_\_\_\_  
Federal Identification #

\_\_\_\_\_  
Public Works License # (If Req'd)

\_\_\_\_\_  
Additional License #'s (If Req'd)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
State of Domicile

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**BY SIGNING, CONTRACTOR ACKNOWLEDGES HIS/HER RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.**

*If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:*

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

\_\_\_\_\_ provides a drug-free workplace program that complies with the  
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this

contract and that \_\_\_\_\_ shall subcontract work only to  
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.  
Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ILLEGAL ALIENS**

[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn upon oath, deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State  
Agencies Concerning Public Funds); that \_\_\_\_\_ substantiates that all  
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole  
or part by state funds or federal stimulus dollars can legally work in the United States and complies with  
the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this  
contract and that \_\_\_\_\_ shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment  
of persons not authorized to work in the United States constitutes a material breach and shall be cause  
for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation,  
and/or termination of the contract.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City and State

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTRACTOR'S RESPONSIBILITY

### **FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

**DISCLAIMER:** All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Bid Schedule** must be completed and signed with an original signature
- 2) **Signature Page**
  - Page must be signed with an original signature
- 3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**
- 4) **Contractor's Affidavit Concerning Illegal Aliens**
- 5) **All Addenda Must be Signed** and returned with your Bid Documents.  
It is the Bidder's responsibility to verify if an addendum was issued.
- 6) **ALL BIDS must be submitted in a sealed envelope** with the Vendor's Name, Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

**NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.